

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

JEREMY RAVOTTI,

CIVIL DIVISION

Plaintiff,

No. 2:18-cv-01598

v.

ONEJET, INC.,

Defendant.

MOTION FOR ENTRY OF DEFAULT JUDGMENT

AND NOW, comes Plaintiff Jeremy Ravotti, by and through his counsel Michael A. O’Leary, Esquire and the law firm of The Archinaco Law Firm, LLC and files the following Motion for Entry of Default Judgment.

1. Plaintiff filed his Complaint on November 28, 2018 and served the Complaint and Summons upon Defendant on or about December 3, 2018.

2. Defendant’s agent, Patrick Maguire, co-founder and Director of OneJet, Inc. (OneJet), returned the Waiver of Service of Summons, which Plaintiff timely filed on or about December 27, 2018.¹ *See* ECF No. 5.

3. By Order of this Court dated April 16, 2020 Defendant was required to Answer or otherwise plead in response to the Complaint by April 30, 2020. *See* ECF No 12.

4. Defendant, however, failed to do so.

5. Indeed, Plaintiff’s counsel provided two Notices of Service via regular first-class mail and certified mail. On March 2, 2020, Plaintiff sent a Notice of Service to Patrick Maguire, who is a representative of OneJet, Inc, informing him that Judge

¹ No counsel has ever entered their appearance on behalf of Defendant.

Hornak granted Plaintiff's Motion to Lift Stay/Reopen Case. Mr. Maguire was advised to forward the letter to his counsel (if counsel had been retained) and also his insurance carriers.

6. The second Notice of Service was provided on April 16, 2020 and informed Mr. Maguire that Judge Hornak entered an order indicating that OneJet, Inc. was to respond to Plaintiff's Complaint on or before April 30, 2020. Mr. Maguire was again directed to forward the correspondence to counsel and his insurance carriers.

7. Plaintiff received no response to either correspondence referenced above.

8. Further, in case OneJet did not notify its insurance carrier about the claims made by Plaintiff in this case, Plaintiff's counsel provided notice to two of OneJet's potential insurance carriers, XL Specialty Insurance Company and Praetorian Insurance², on April 29, 2020 by providing these carriers with copies of the Complaint and the Notice of Service sent to Mr. Maguire via certified mail on April 16, 2020.

9. Specifically, XL Specialty Insurance Company received notice on April 30, 2020 and has thus far provided no response. *See* Exhibit 1.

10. To Plaintiff's counsel's knowledge, there is no good cause for Defendant's failure to plead.

6. Additionally, Defendant is not a minor, incompetent or in the military service. *See* Exhibit 2.

7. Accordingly, Plaintiff respectfully requests that a default judgment be entered against Defendant.

² During this process Plaintiff learned that Praetorian was either purchased by or an underwriter of a company called QBE Insurance. Plaintiff initially had difficulty providing QBE with sufficient notice, presumably because of a closure of operations due to COVID-19. However, Plaintiff's counsel was eventually contacted by a claims specialist at QBE and informed that QBE did not issue a general liability insurance policy to OneJet and has no policy that would be applicable to this case.

8. Plaintiff respectfully requests that this Honorable Court set a jury trial and/or hearing(s) for the determination of all damages, fees, costs and other relief requested in Plaintiff's Complaint or otherwise available.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter the default judgment against Defendant and schedule a jury trial and/or hearing(s) for the determination of damages, attorney's fees, costs and other available relief.

Respectfully Submitted,

By /s/ Michael A. O'Leary
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